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**POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO**

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

I hereby appoint:



Practitioners associated with the Customer Number:

23409

OR



Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number	Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:



The address associated with Customer Number:

23409

OR

<input type="checkbox"/> Firm or Individual Name			
Address			
City	State	Zip	
Country			
Telephone			Email


Assignee Name and Address:

Merge Healthcare Incorporated  
 6737 W. Washington Street, Suite 2250  
 Milwaukee, Wisconsin 53214

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

**SIGNATURE of Assignee of Record**

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Signature		Date	08/20/2009
Name	Ann G. Mayberry-French	Telephone	414-977-4000
Title	Vice President, General Counsel & Corporate Secretary		

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Merge Healthcare IncorporatedApplication No./Patent No.: 10/766232 / 7180624 Filed/Issue Date: 28-January-2004Titled: Systems and Methods for Remote Viewing of Patent ImagesMerge Healthcare Incorporated, a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest in;
2. ☐ an assignee of less than the entire right, title, and interest in  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %); or
3. ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)

the patent application/patent identified above, by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy therefore is attached.

**OR**

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Tipirneni, Kishore To: Remoteimage L.L.C.

The document was recorded in the United States Patent and Trademark Office at  
Reel 015692, Frame 0349, or for which a copy thereof is attached.

2. From: Remoteimage L.L.C. To: Etrauma.com Corporation

The document was recorded in the United States Patent and Trademark Office at  
Reel 015692, Frame 0354, or for which a copy thereof is attached.

3. From: Etrauma.com Corp./Trauma Acquisition Corp. To: Etrauma.com Corp.

The document was recorded in the United States Patent and Trademark Office at  
Reel 024900, Frame 0778, or for which a copy thereof is attached.

☒ Additional documents in the chain of title are listed on a supplemental sheet(s).

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

/molly s. lawson/

Signature

14-February-2011

Date

Molly S. Lawson

Printed or Typed Name

Attorney for Assignee

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

## Privacy Act Statement

The **Privacy Act of 1974 (P.L. 93-579)** requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (*i.e.*, GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.

**SUPPLEMENTAL FOR STATEMENT UNDER 37 CFR 3.73(b)**

**Application #:** 10766232

**Patent #:** 7180624

**Filing Date:** 28-January-2004

**[Page 1 - Letter B - Continuation]**

A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

4. From: Etrauma.com Corp. To: Stryker Imaging Corporation

The document was recorded in the United States Patent and Trademark Office at

Reel: 024906, Frame: 0598, or for which a copy thereof is attached.



## United States Patent and Trademark Office

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## Electronic Patent Assignment System

## Confirmation Receipt

Your assignment has been received by the USPTO.  
The coversheet of the assignment is displayed below:

## PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Stock Purchase Agreement
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Stryker Imaging Corporation	07/02/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Merge Healthcare Incorporated
<b>Street Address:</b>	6737 W. Washington Street
<b>Internal Address:</b>	Suite 2250
<b>City:</b>	Milwaukee
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53214
<b>PROPERTY NUMBERS Total: 9</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	10905279
<b>Application Number:</b>	12586215
<b>Patent Number:</b>	7106479
<b>Patent Number:</b>	7564579
<b>Application Number:</b>	11533703
<b>Patent Number:</b>	7180624

Patent Number:	6798533
Patent Number:	6381029
Application Number:	12321409

**CORRESPONDENCE DATA**

Fax Number: (414)277-0656  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 4142716560  
Email: mkeipdocket@michaelbest.com  
Correspondent Name: Michael Best & Friedrich LLP  
Address Line 1: 100 E. Wisconsin Ave.  
Address Line 2: Suite 3300  
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	026436-9001
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NAME OF SUBMITTER:	Molly S. Lawson
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Signature:	/molly s. lawson/
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Date:	02/10/2011
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**Total Attachments: 11**

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**RECEIPT INFORMATION**

EPAS ID:	PAT1460375
Receipt Date:	02/10/2011
Fee Amount:	\$360

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## **STOCK PURCHASE AGREEMENT**

THIS STOCK PURCHASE AGREEMENT (this "Agreement"), dated as of July 2, 2010, is made by and among Stryker Corporation, a Michigan corporation (the "Seller"), Stryker Imaging Corporation, a Delaware corporation (the "Company"), and Merge Healthcare Incorporated, a Delaware corporation (the "Purchaser").

### **PRELIMINARY STATEMENTS**

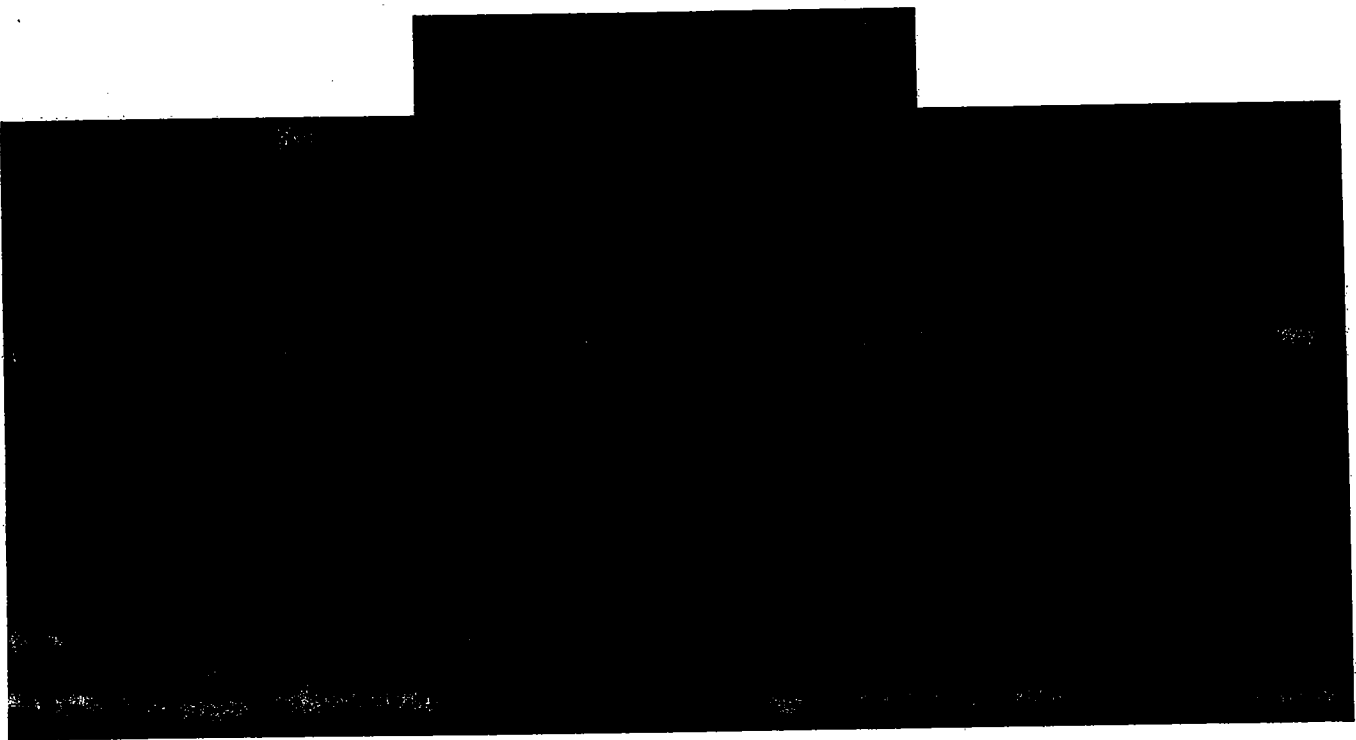
**WHEREAS**, on the terms and subject to the conditions hereinafter set forth, the parties desire to enter into this Agreement, pursuant to which the Seller shall sell, and the Purchaser shall purchase, all of the outstanding Common Stock of the Company, for the consideration and on the terms set forth in this Agreement;

**WHEREAS**, the parties desire to make certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby; and

**WHEREAS**, the Boards of Directors of the Seller, the Company and the Purchaser have each approved and adopted this Agreement and the other transactions contemplated hereby.

### **AGREEMENTS**

**NOW, THEREFORE**, in consideration of the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:



**Pages 2 – 37 redacted**



~~IN WITNESS WHEREOF~~, the Seller, the Company and the Purchaser have caused this Agreement to be signed, all as of the date first written above.

**THE SELLER:**

**STRYKER CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**THE COMPANY:**

**STRYKER IMAGING CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE PURCHASER:**

**MERGE HEALTHCARE INCORPORATED**

By:  \_\_\_\_\_  
Name: Justin Dearborn  
Title: CEO

IN WITNESS WHEREOF, the Seller, the Company and the Purchaser have caused this Agreement to be signed, all as of the date first written above.

THE SELLER:

STRYKER CORPORATION

By: Timothy J. Scannell  
Name: Timothy J. Scannell  
Title: Group President, MedSurge+Spine

THE COMPANY:

STRYKER IMAGING CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE PURCHASER:

MERGE HEALTHCARE INCORPORATED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Seller, the Company and the Purchaser have caused this Agreement to be signed, all as of the date first written above.

THE SELLER:

STRYKER CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE COMPANY:

STRYKER IMAGING CORPORATION

By: WR  
Name: WILLIAM R ENQUIST  
Title: PRESIDENT

THE PURCHASER:

MERGE HEALTHCARE INCORPORATED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DISCLOSURE SCHEDULES**  
**TO THE**  
**STOCK PURCHASE AGREEMENT DATED AS**  
**OF JULY 2, 2010**  
**BY AND AMONG**  
**STRYKER CORPORATION,**  
**STRYKER IMAGING CORPORATION**  
**AND**  
**MERGE HEALTHCARE INCORPORATED**

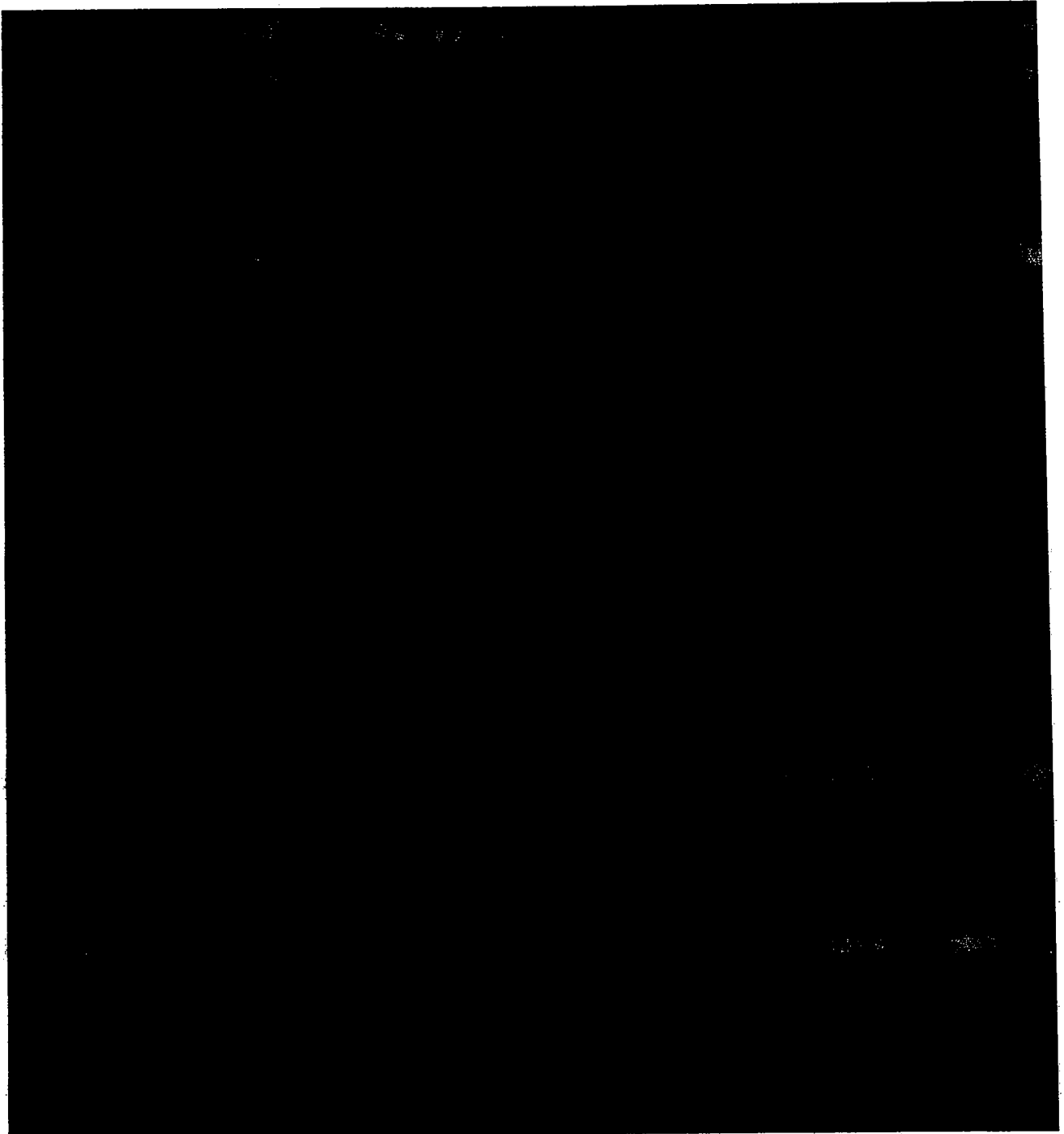
Capitalized terms in this Disclosure Schedule shall, unless otherwise defined herein, have the same meanings assigned to such terms in the Stock Purchase Agreement referenced above (as amended, modified or supplemented, the "Purchase Agreement"). Section headings are provided for convenience only. This Disclosure Schedule is qualified in its entirety by reference to specific provisions of the Purchase Agreement and is not intended to constitute, and shall not be construed as constituting, representations and warranties of the Seller or the Company except as and to the extent provided in the Purchase Agreement. The information and the dollar thresholds set forth in this Disclosure Schedule shall not be used as a basis for interpreting the terms "material," Material Adverse Effect (as that term is defined in the Purchase Agreement) or other similar terms in the Purchase Agreement. The fact that any item of information is disclosed in this Disclosure Schedule shall not be construed to mean that such information is required to be disclosed by the Purchase Agreement or represents a material exception from any representation, warranty or covenant or fact, event or circumstance that has had or would reasonably be expected to have a Company Material Adverse Effect. Nothing in the Company Disclosure Schedule shall constitute an admission of any liability or obligation of Seller or the Company to any third party. The inclusion of any information in any particular Disclosure Schedule shall not be deemed to be an admission or acknowledgement by the Company or the Seller, in and of itself, that such information is material to or outside the ordinary course of the business of the Company.

The information disclosed herein is subject to the Confidentiality Agreement.

**Pages 2-25 redacted**

Schedule 3.2(p)

Intellectual Property



**Patents**

<b><u>STATUS</u></b>	<b><u>ATTORNEY FILE NUMBER</u></b>	<b><u>ATTORNEY</u></b>	<b><u>FILING DATE</u></b>	<b><u>SERIAL NUMBER</u></b>	<b><u>ISSUE DATE</u></b>	<b><u>PATENT NUMBER</u></b>
Issued	sykima.8	Lerner, David, Littenberg, Krumholz & Mentlik, LLP	13-Dec- 01	10029817	28- Sep-04	6798533
Issued	sykima.9	Lerner, David, Littenberg, Krumholz & Mentlik, LLP	28-Jan- 04	10766232	20- Feb-07	7180624
Issued	sykima.10	Lerner, David, Littenberg, Krumholz & Mentlik, LLP	20-Sep- 06	11533703	15-Jan- 08	
Issued	sykima.11	Lerner, David, Littenberg, Krumholz & Mentlik, LLP	31-Oct- 07	11930718	21-Jul- 09	7564579
Pending	sykima.30	Lerner, David, Littenberg, Krumholz & Mentlik, LLP	20-Jan- 09	12321409		

<u>STATUS</u>	<u>ATTORNEY FILE NUMBER</u>	<u>ATTORNEY</u>	<u>FILING DATE</u>	<u>SERIAL NUMBER</u>	<u>ISSUE DATE</u>	<u>PATENT NUMBER</u>
Issued	sykima.7	Lerner, David, Littenberg, Krumholz & Mentlik, LLP	23-Dec- 98	9219956	30- Apr-02	6381029
Issued	sykima.12	Lerner, David, Littenberg, Krumholz & Mentlik, LLP	10-Oct- 01	9975027	12- Sep-06	7106479
Pending	sykima.31	Lerner, David, Littenberg, Krumholz & Mentlik, LLP	18-Sep- 09	12586215		
Pending	sykima.14	Lerner, David, Littenberg, Krumholz & Mentlik, LLP	23-Dec- 04	10905279		



**Pages 29-30 redacted**